



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 11, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

25 February 11, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR  
AS-NEEDED PUMP PULLING, REPAIR, AND WELL MAINTENANCE SERVICES  
FOR THE LOS ANGELES COUNTY WATERWORKS DISTRICTS  
(SUPERVISORIAL DISTRICTS 3, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

This action is to award a contract for As-Needed Pump Pulling, Repair, and Well Maintenance Services for the Los Angeles County Waterworks Districts.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for As-Needed Pump Pulling, Repair, and Well Maintenance Services in an annual sum of \$1,111,010 to Zim Industries, Inc., d.b.a. Bakersfield Well & Pump Company. This contract will be for a term of one year commencing on March 1, 2014, or upon the Board's approval, whichever occurs last, with four 1-year renewal options and a maximum potential contract term of five years.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option period if, in the opinion of the Director of Public Works or her designee, Zim Industries, Inc., d.b.a. Bakersfield Well & Pump Company has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed and intermittent service to perform pump pulling, repair, and well maintenance for the Los Angeles County Waterworks Districts. The work to be performed consists of the following tasks: pump removal/installation; well performance testing service; waterworks pump repair services; well video survey service; well rehabilitation and treatment service; and supervisory control and data acquisition systems. The Department of Public Works has contracted for these services since 2003.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The contract is for an annual amount of \$1,111,010 plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2013-14 Waterworks Districts Funds. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Zim Industries, Inc., d.b.a. Bakersfield Well & Pump Company, located in Bakersfield, California. This contract will commence on March 1, 2014, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a maximum potential total contract term of five years.

The contract will be substantially similar to the form previously approved as to form by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Zim Industries, Inc., d.b.a. Bakersfield Well & Pump Company was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in

compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

## **CONTRACTING PROCESS**

On August 19, 2013, Public Works solicited proposals from 141 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On September 30, 2013, three proposals were received. On October 3, 2013, two proposers withdrew their proposals. The remaining proposer conditionally met the RFP minimum requirements as it had identified a subcontractor to perform well video survey service, which did not hold a State of

California water well drilling contractor C-57 license. Well video survey services does not require a State of California contractor license, but the RFP Minimum Mandatory Requirements mandated that the proposer and its subcontractor must hold a C-57 license with the intention that if a subcontractor is used to perform work relating to water well drilling services, then the subcontractor must hold a C-57 license. Upon negotiation with the proposer, the proposer agreed that they shall perform all services as specified in the contract scope of work without the use of a subcontractor.

The remaining proposer having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, performance/history references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

#### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

SAMPLE AGREEMENT FOR  
AS-NEEDED PUMP PULLING, REPAIR, AND WELL MAINTENANCE SERVICES  
(2013-AN010)

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICTS (hereinafter referred to as DISTRICTS) and ZIM INDUSTRIES, INC., DBA BAKERSFIELD WELL & PUMP COMPANY, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICTS, of the CONTRACTOR'S proposal filed with the DISTRICTS on September 30, 2013, hereby agrees to provide services as described in this Contract for As-Needed Pump Pulling, Repair, and Well Maintenance Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and, Exhibit F, Districts Locations; Exhibit G, Performance Requirement Summary; the CONTRACTOR'S proposal, all attached hereto; Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICTS and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICTS agree, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the proposal and attached hereto as Form PW-2.1, an amount not to exceed \$1,111,010 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on March 1, 2014 or Board approval, whichever occurs last. The DISTRICTS shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such renewal shall be exercised at the sole discretion of the DISTRICTS. The DISTRICTS, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICTS, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: The DISTRICTS, acting through the County of Los Angeles' Department of Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICTS Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2.1 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area. This Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the County of Los Angeles' Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent

**ELEVENTH:** In the event that terms and conditions, which may be listed in the CONTRACTOR'S proposal, conflict with the DISTRICTS' specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the DISTRICT'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire agreement between the DISTRICTS and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the DISTRICTS have, by order of the County of Los Angeles Board of Supervisors, the DISTRICTS' governing Board, caused these presents to be subscribed by the County of Los Angeles Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY  
WATERWORKS DISTRICTS

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

ZIM INDUSTRIES, INC., DBA  
BAKERSFIELD WELL & PUMP  
COMPANY

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name



## Bid Detail Information

**Bid Number :** PW-ASD892

**Bid Title :** AS-NEEDED PUMP PULLING, REPAIR, AND WELL MAINTENANCE SERVICES (2013-AN010)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** PUMPS - WELL - ALL KINDS

**Open Date :** 8/19/2013

**Closing Date :** 9/12/2013 5:30 PM

**Bid Amount :** \$ 900,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Pump Pulling, Repair, and Well Maintenance Services (2013-AN010). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$900,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Scott Pham at (626) 458 4069, [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): At the time of proposal submission, Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following:

1. Proposer and subcontractor(s), if any, must have a minimum of five years of experience performing groundwater wells and pump pulling services.
2. Proposer's project manager(s) and subcontractor's project manager(s), if any, must have a minimum of five years of experience performing ground water wells and pump pulling services.
3. Proposing entity and subcontractor(s), if any, must have the State of California Water Well Drilling Contractor's C-57 License.
4. Proposing entity or subcontractor(s), if any, must have the State of California Limited Specialty Contractor's C-61, subcategory Machinery and Pump Contractor's D-21 License.
5. Proposer's project manager(s) and subcontractor's project manager(s), if any, must have the following certifications:
  - a. State of California Division of Occupational Safety and Health Administration - Hazardous Waste Operations Emergency Response Certification
  - b. National Ground Water Association Certification – Pump Installation

A Proposers' Conference will be held on Thursday, August 29, 2013, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, September 12, 2013, at 5:30 p.m. Please direct your questions to Mr. Scott Pham at the number listed below.

**Contact Name :** Scott Pham

**Contact Phone# :** (626) 458-4069

**Contact Email :** [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov)

**Last Changed On :** 8/20/2013 8:27:46 AM

[Back to Last Window](#)